

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AMERICAN CIVIL LIBERTIES UNION OF KENTUCKY
AND
WASHINGTON-BALTIMORE NEWS GUILD

February 21, 2025 – January 30, 2028

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ARTICLE 1: UNION RECOGNITION AND BARGAINING UNIT ISSUES

Section 1. Recognition

The American Civil Liberties Union of Kentucky, the “Employer” or “ACLU-KY”, recognizes the WBNG as the sole and exclusive bargaining representative of all Full-Time employees and Regular Part-Time employees who work at least 30 hours per week except supervisory, managerial, confidential and/or guard positions as defined under the National Labor Relations Act. If ACLU-KY creates a new position that the Guild believes should be in the bargaining unit, upon request, the Employer will meet with the Guild concerning inclusion of the position in the unit.

Section 2. Notification to eliminate a vacant bargaining unit position

The Employer shall notify the Union in writing within thirty (30) days of a decision to eliminate or not fill a vacant bargaining unit position. Upon request, the Employer shall indicate the reasons for such a decision, discuss the decision with the Union, and bargain concerning the effects of any such decision on the Bargaining Unit.

Section 3: Application of Agreement to Non-Regular Full-Time Employees.

Interns, Consultants, and Contractors are excluded from the Bargaining Unit. Regular Part-Time Employees are covered by provisions of this Agreement in accordance with the attached side-letter. Fellows are subject to the terms of the Agreement, except that, notwithstanding any other provision of the Agreement, their employment terminates at the scheduled end of their term or fellowship and such termination shall not be subject to the Grievance and Arbitration provisions of this Agreement.

- a. Interns: Interns are persons who perform some work for the ACLU-KY, but whose primary purpose for being with the ACLU-KY is for educational and training purposes. Interns will not be used to replace bargaining unit employees.
- b. Consultants and Contractors: Consultants are paid independent contractors who are retained for their expertise on a topic or in an area that is not within the primary purview of an ACLU-KY employee. Contractors are workers retained through a temporary staffing agency or are persons or entities independently contracted with to meet an immediate temporary need.
- c. Fellows: Fellows are employees who are hired for a term of employment of limited duration.
- d. Regular Part-Time Employees: Regular Part-Time Employees are part-time employees who work at least 30 hours per week but less than 40 hours per week.
- e. Full-Time Employees: Full-Time Employees work 40 or more hours per week.

Section 4. Consultants and Contractors.

The Employer shall consult with the Guild before retaining new Consultants or Contractors for a period of six (6) months or more to perform Bargaining Unit work as referenced in Section 5 of this article. Extensions beyond the original time frame shall be subject to agreement with the Guild. Further, the Employer will not retain Consultants, Contractors or temporary employees 1) in an effort to diminish the Bargaining Unit, or 2) if it would result in the elimination or displacement of (i.e., cause the layoff or reduction in hours) a Unit employee

Section 5. Bargaining unit work.

Bargaining unit work shall be defined as work solely and historically performed by members of the bargaining unit. Managers and other non-unit employees may continue to perform bargaining unit work to the extent that they currently and normally do so, and/or to the extent such employees reasonably must perform such duties to successfully complete their own job responsibilities, so long as said performance of work does not result in a layoff or reduction of hours for any bargaining unit member.

Section 6. Transition to regular employees.

Within 6 months of the end of the current Smart Justice Advocate contracts, the Labor Management Committee may discuss hiring a regular full-time or part-time organizer covered by this contract.

If during this term of this agreement, the current Graphic Design contract terminates, the Labor Management Committee may discuss including graphic design work within the duties of a union-eligible position.

ARTICLE 2: NON-DISCRIMINATION AND NON-RETALIATION

Section 1: Non-Discrimination. Both the ACLU-KY and WBNG are committed to building a workplace free from unjust discrimination and harassment. Neither the ACLU-KY nor WBNG, including bargaining unit members, shall harass or discriminate against any employee because of such employee's race, natural hairstyle, color, ethnicity, ancestry, national origin, citizenship, creed, religion, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, reproductive status, age, mental or physical disability, medical condition, genetic information, military or veteran status, justice involved status, or other legally protected status, or because of such employee's membership in, or activities on behalf of, WBNG. This does not preclude ACLU-KY or WBNG from offering opportunities to employees based on their personal characteristics in a way that has the effect of furthering diversity, equity, and inclusion for historically marginalized groups.

Section 2: Equitable Employment Opportunity. The ACLU-KY is committed to providing equal opportunity in all aspects of employment, administering all personnel policies and procedures in a non-discriminatory manner, and complying with all applicable federal, state and local laws prohibiting discrimination or requiring equal opportunity. The ACLU-KY is further committed to affirmatively recruiting and retaining a diverse staff. As such, years of relevant lived experience shall be considered as a substitute, where applicable, for education attainment among an applicants' qualifications in selection for employment and advancement opportunities.

Section 3: Reasonable Accommodation. The ACLU-KY and WBNG are committed to providing reasonable accommodations for qualified applicants and employees with disabilities.

Section 4: Retaliation Prevention. Neither WBNG, including bargaining unit members, nor the ACLU-KY, including its Board, managers, or other agents or representatives, shall retaliate against an employee who participates in a workplace investigation or who in good faith files a grievance or otherwise complains or raises concerns about discrimination, harassment, management practices, conditions of their employment, or implementation of this Agreement. This provision expressly includes but is not limited to ethical concerns raised by employees and actions that could fairly be characterized as whistleblowing.

Section 5: Voluntary Disclosure. To evaluate the success of these commitments, the ACLU-KY may periodically invite employees and job applicants to voluntarily provide information about their gender, race, ethnicity, and other personal characteristics in a manner that does not identify individual respondents or violate applicable law.

Section 6: Policy Prohibiting Discrimination, Harassment and Retaliation. The ACLU-KY shall maintain policies prohibiting discrimination, harassment and retaliation which include procedures for reporting discrimination, harassment, and retaliation. Nothing in the policies maintained by the ACLU-KY shall be interpreted to provide a lower standard regarding prohibition of discrimination, harassment and retaliation than provided in this Agreement.

ARTICLE 3: UNION SECURITY AND UNION BUSINESS

Section 1. Union Members in Good Standing

All employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement may remain members in good standing, and those who are not members on the effective date of this Agreement may become and remain members in good standing in the Guild.

“Good Standing” for the purpose of this Agreement shall mean the payment or tender periodic dues, uniformly required as a condition of retaining membership in the Union.

The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. The Guild will admit to and retain in membership any such employee, subject to the provisions of the Constitution and By-Laws of The News WBNG-Communications Workers of America (CWA).

If during the life of this Agreement, Kentucky becomes a “Fair Share” state, so as to make legal inclusion of a Union Shop, the Parties will negotiate the implementation of such clause in accordance with applicable law.

Section 2. Dues

Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of such employee each pay period and pay to the Guild no later than the 10th day following each payroll date an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such a schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital signatures on authorizations, unless otherwise required by applicable law.

The dues deduction assignment shall be made upon the following form (which can be required to be modified by the Employer solely to the extent necessary to comply with an applicable state requirement regarding payroll deductions, in which case the Employer shall give notice of such modification to the Guild):

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer to deduct, per pay period, from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues, and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild each month. This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between me and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to

the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild. This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Section 3. Indemnity

The Guild hereby agrees to indemnify ACLU KY and hold it harmless from all claims, damages, costs, fees, or charges of any kind which may arise out of ACLU KY's implementation and compliance of this Article.

ARTICLE 4: UNION RIGHTS

Section 1: Access to Facilities.

In accordance with applicable policies of ACLU- KY regarding facilities and visitors, a representative of the WBNG shall have access to the facilities of ACLU- KY and Bargaining Unit Employees during working hours to: 1) investigate disputes of possible or pending grievances; 2) settle disputes; or (3) address other matters relating to contract administration between the parties. If the WBNG representative's visit may involve the need to communicate with non-bargaining unit employees, then, absent emergency circumstances, the WBNG representative shall provide the Executive Director or their designee no less than one full workdays' advance notice of the planned visit.

Section 2: Investigations.

One Bargaining Unit Employee designated by the WBNG shall be permitted to investigate a grievance on work time, provided the designated Bargaining Unit Employee has received supervisory approval. Such requests shall not be unreasonably denied. The designated Bargaining Unit Employee also shall be permitted to use work time in order to be present with and to represent a Bargaining Unit Employee during disciplinary and/or investigatory interviews conducted by the Employer.

Section 3: Grievances.

In addition to the grievant(s), one Bargaining Unit Employee designated by the WBNG shall be permitted to use work time to attend any grievance hearing, arbitration, labor-management, and other meetings relating to contract administration between the parties that are scheduled during regular working hours.

Section 4: Orientation.

One Bargaining Unit Employee designated by the WBNG shall be permitted to use work time of thirty (30) minutes to provide new Bargaining Unit Employees with union orientation, so long as it does not unduly disrupt the work of the ACLU- KY - or the designated Bargaining Unit Employee's ability to meet a deadline or professionally serve a client.

Section 5: Use of Premises.

The WBNG shall be permitted to have reasonable use of the Employer's premises for the following purposes:

- a. Email: The WBNG may use the Employer's email server to communicate with WBNG members for non-partisan WBNG business, provided however, that employees and the Union understand that there is no expectation of privacy in such email communications since the Employer may need to review emails and their content and attachments in connection with other business, legal and regulatory reasons.

- b. WBNG Postings: The Employer shall designate space in the copy room in the ACLU- KY main facility for the WBNG's exclusive use of providing nonpartisan information to its members. Postings must be authorized by the WBNG or designated WBNG representative. The WBNG's postings will be clearly marked as WBNG property and will not display information of the ACLU- KY. Management may notify the WBNG of any materials that it considers defamatory or otherwise could create liability for the organization.

Section 6: Meetings.

Subject to availability and upon reasonable request by the Guild, ACLU-KY shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times. Employees will be allowed four (4) times per year to schedule a one (1) hour meeting without management present. These meetings shall occur with pay. The Union shall provide at least two (2) weeks' notice of the meeting and when applicable, request meeting space in accordance with ACLU-KY procedures. Upon request, additional meeting time may be granted by the Executive Director. Nothing shall prohibit employees from utilizing their lunch break for union meetings outside of these four annual hours.

Section 7: Notification of Bargaining Unit Representatives.

The Union shall provide the ACLU-KY with the names of bargaining unit representatives within sixty (60) days of ratification of this Agreement. The Union shall also notify the ACLU-KY of any changes to bargaining unit representatives.

Section 8.

Nothing herein changes a bargaining unit representative's expectation for productivity and performance.

ARTICLE 5: INFORMATION TO THE UNION

Section 1. Annual Information.

Each year, within the first two weeks of the fiscal year, the ACLU-KY will furnish the Guild with the following information for bargaining unit employees:

1. name
2. start date and seniority
3. classification (for example, full-time, part-time)
4. title (include status as fellow, if applicable)
5. manager/supervisor
6. FLSA category (exempt/non-exempt)
7. rate of pay, whether hourly or salary

Section 2. Updates to Information.

The ACLU-KY shall notify the Guild in writing of within 10 working days of new bargaining unit employees – including all the information required in Section 1. For incumbent employees, ACLU-KY will notify the Guild of any resignations, retirements, deaths, promotions or transfers that results in an employee leaving the bargaining unit. The Employer will also notify the Guild of any changes in salary or promotions for employees who shall remain in the bargaining unit.

ARTICLE 6: EMPLOYER RIGHTS

Employer shall have the sole and exclusive right to establish, make changes to, and decide questions or address concerns regarding the ACLU-KY's mission, goals, programs, priorities, strategies, structure, budgets, and operations; to manage the organization and direct employees, including the right to maintain order, efficiency, and confidentiality; to decide upon equipment, facilities, and software for performing the work of the organization; and to determine the public messaging for the organization. In addition, Employer retains all rights, privileges, and prerogatives normally held by management, except to the extent they are clearly and unequivocally waived or limited in this Agreement. This includes, but is not limited to: the right to set workplace policies; determine the type of work to be done, the location of work, the method and process of rendering services; the right to establish work quality

standards; the right to hire; the right to suspend, discipline or discharge employees for just cause; the right to establish new jobs, titles and positions, and to change the content, duties and expectations of existing jobs, titles and positions.

The foregoing, however, is not intended to diminish the Employer's commitment to an exchange of ideas and information with the WBNG on all matters affecting the workplace, and to promote dialogue with and input from employees on the foregoing matters. Neither the failure of the Employer to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting Employer's discretion. Nothing in this Article shall constitute a waiver by the WBNG of any rights it otherwise may have under law.

ARTICLE 7: LABOR MANAGEMENT COMMITTEE

Section 1: Committee Purpose. The primary purpose of the Labor Management Committee is to discuss, address, and resolve issues of mutual concern to the Organization and the Union and to promote a climate of constructive labor-management relations. The LMC further will support and facilitate the attainment of ACLU-KY's mission and enable employees to be more effective in accomplishing ACLU-KY's mission.

Section 2: Committee Composition. The LMC shall consist of two (2) representatives to be chosen by the WBNG and two (2) representatives to be chosen by ACLU-KY. The WBNG and the ACLU-KY may choose different representatives for the Labor Management Committee annually or whenever a member resigns or leaves employment.

Section 3: Committee Meetings. The LMC shall meet quarterly, or more frequently if the parties mutually agree, at a mutually agreed upon time. Within 2 business days prior to each LMC meeting, the Parties will exchange agenda items to be discussed at the meeting. Items not timely placed on the agenda will be discussed at the subsequent LMC meeting, unless the Parties mutually agree otherwise. The LMC may discuss topics related to the general application of this Agreement and other workplace matters such as workplace safety and health and race equity in the workplace. Committee meetings are not a substitute for normal staff meetings, department meetings, the grievance procedure, or the collective bargaining process.

Section 4: Committee Recommendations. The LMC may submit recommendations to the Executive Director for consideration at any time. The LMC may submit a report of its recommendations to the Board once each year, indicating which have been adopted by the Executive Director and which have not.

Section 5: Working groups. Members of the LMC may also create Labor Management ad hoc working groups for the purpose of developing solutions or recommendations on matters

of mutual concern. Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of responsibility on internal teams or departments.

ARTICLE 8: PROBATIONARY PERIOD

An Employee's date of hire shall be the Employee's first day of work. New Employees shall serve a "Probationary Period" of ninety (90) calendar days from the date of hire. The Employer may extend this ninety (90) day Probationary Period for an additional period not to exceed ninety (90) days. If an Employee does not work for ten (10) or more consecutive workdays during the Probationary Period, the Probationary Period shall be extended by the amount of time the employee was absent from work. The Employer will notify the employee and the WBNG no later than 10 days before the end of the employee's probationary period in writing if the Employer intends to extend the Probationary Period and the length by which the Probationary Period is to be extended. A Probationary Period will be deemed satisfactorily completed unless the employee's services have been terminated before the end of the Probationary Period, or any extension thereof.

Consistent with its current policies the ACLU-KY will provide appropriate feedback to Probationary Employees when applicable, however nothing herein changes the Probationary Employee's status from at-will. If there are any performance concerns or other issues that arise during the probationary period, the employee's supervisor will provide the employee clear feedback.

During the Probationary Period, an employee's employment is at will and an employee may be terminated at any time for any legal reason at the Employer's discretion and without recourse to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 9: DISCIPLINE AND DISCHARGE

Section 1. Just Cause. Upon completion of an employee's probationary period, an Employee may only be disciplined or discharged for just cause.

Section 2. Notice and Personnel Records. The Employer shall promptly notify the WBNG when an Employee is disciplined or discharged. Notices of disciplinary action, including written warnings, will be made part of the Personnel Record on the employee. Any documented discipline in the Personnel Record on the employee older than eighteen (18) months shall not be considered by the Employer when making decisions on later disciplinary actions related to that employee, except that when the underlying discipline matter pertains to a pattern of gross misconduct, such matters may be considered for a period of twenty-four (24) months. If no recurrence of behavior happens after eighteen (18) months or twenty-four

(24) months for matters pertaining to a pattern of gross misconduct, ACLU-KY will remove written warning from the employee's personnel file.

Only documented discipline in the Personnel Records shall be considered by the Employer when making decisions on promotions or other consequential, non-disciplinary workplace actions related to that employee. The above referenced time periods two (2) will be extended by any period of leave of absence of more than one (1) month.

Section 3. Progressive discipline. ACLU-KY shall apply the concept of just cause in accordance with this Article. ACLU-KY retains the right to issue a performance improvement plan to employees for corrective action for disciplinary matters within the progressive discipline steps outlined below. Except in the case of gross misconduct, discipline shall be applied progressively by the ACLU-KY within thirty (30) business days of the event(s) giving rise to the discipline, or the discovery of the event(s) if later. The ACLU-KY may determine which level of progressive discipline to administer based on proportionality considering the nature of the offense and any previous related occurrences. The steps for progressive discipline are:

Step 1: Informal verbal warning, documented in email with a copy to WBNG.

Step 2: Written warning to the employee specifying the conduct complained with a copy to the WBNG.

Step 3: If, after a reasonable opportunity to demonstrate improvement, some or all of the conduct described in a written warning continues, the Employer may further discipline the employee with a final written warning and/or suspension from work, with a copy to the WBNG.

Step 4: Termination or resignation in lieu of termination in writing, with a copy to the WBNG.

Upon request, at the time of administering any of the steps of progressive discipline, an Employee who is subject to disciplinary action, may have a steward present before discipline is administered.

Section 4: Discipline Without Written Warning. In cases involving gross misconduct, the Employer may suspend from work or discharge an employee without the issuance of a prior written warning. Discharge or suspension for gross misconduct, includes, but is in no way limited to, the following violations, may be instituted only by the Executive Director:

- a. Acts of gross insubordination;
- b. Intentionally or recklessly endangering the health or safety of another employee or other individual;
- c. Sale of controlled substances on ACLU-KY time or premises;
- d. Discrimination against or harassment of fellow employees, clients or others on the basis of any category or protected class status listed in Article 2;

- e. Intentional or reckless misuse or mishandling of donor, client, or ACLU-KY funds;
- f. Intentional theft or abuse of ACLU-KY property;
- g. Major or constant breach(es) of security or confidentiality of personal or other sensitive information;
- h. Intentional misuse or mishandling of ACLU-KY passwords, passcodes, keys, records or data that results in material harm to another person or the ACLU-KY;
- i. Creating a security risk by the unauthorized removal, copying, use, or disclosure of confidential information or records;
- j. Possessing a deadly weapon or firearm while acting on behalf of ACLU-KY or while on ACLU-KY premises;
- k. Finding by a disciplinary committee of a breach of the Rules of Professional Conduct by an attorney.

The aforementioned list is not exhaustive, the Parties recognize there are other examples of “gross” misconduct not listed herein.

ARTICLE 10: GRIEVANCE AND ARBITRATION

The ACLU-KY and the WBNG believe in the value of resolving disputes informally, if possible, through discussion and without resort to the formal grievance procedure.

Section 1: Definitions: A grievance is defined as a written dispute concerning (a) the interpretation and application of this Agreement to a particular situation; (b) the interpretation and application of ACLU-KY rules, regulations or policies that impact wages, hours or conditions of employment; and (c) whether the terms of this Agreement have been observed and performed. The following are not subject to the Grievance and Arbitration provisions of this Agreement:

- Decisions under benefits plans or the 401K plan that are subject to review procedures established by those plans; and
- Matters expressly excluded from the Grievance and Arbitration provisions of this Agreement anywhere else in this Agreement.

Section 2: Filing a Grievance. A grievance shall be filed in writing by a representative of the WBNG or a bargaining unit steward with the department head, or if there is no department head or the grievance involves multiple departments, then to the Deputy Director. A grievance must be filed within either:

(a) fifteen (15) business days after the occurrence, (b) fifteen (15) business days after the grievant or WBNG become aware of the occurrence, or (c) fifteen (15) business days after the grievant or WBNG should have reasonably become aware of the occurrence. Failure to file a grievance in a timely fashion in one or more instances shall not preclude filing on a similar issue which occurs subsequently.

Section 3: Grievance Procedures. All grievances under this Article shall be in writing. Efforts to adjust grievances shall be made on ACLU-KY work time within reason. The Employer and the WBNG may suspend grievances that are also a part of an employee's lawsuit or complaint before an administrative agency.

Step 1: Initial Meeting. The immediate supervisor, Department Head, Deputy Director, as appropriate to the grievance, shall hold a meeting within ten (10) business days of the date the written grievance was received. A decision from management shall be issued in writing to the employee(s) and the WBNG within five (5) business days after the meeting.

Step 2: Second Level Review. In the event that the matter is not resolved in Step 1 to the satisfaction of the WBNG, the WBNG shall submit the written grievance to the Executive Director for review no later than fifteen (15) business days after the Step 1 decision was received; not later than fifteen (15) business days from the meeting if no decision was offered. A meeting for second level review will be held within ten (10) business days of the date the written grievance was received by the next level. The next level reviewer shall provide a written decision to the employee(s) and the WBNG within ten (10) business days after the meeting.

Section 4: Arbitration. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, that is not satisfactorily settled informally or through the Grievance procedures may be submitted to final and binding arbitration by either party. A demand for binding arbitration must be submitted within thirty (30) calendar days of ACLU-KY's written response or, if no written response is provided, within thirty (30) calendar days of the meeting. The parties mutually recognize the importance of using this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration.

If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate an odd-numbered panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All fees and expenses of the arbitrator shall be shared equally by the parties, except for late cancellation fees which the arbitrator may assess in full at their discretion to the party responsible for such late cancellation. Each side shall pay the cost of preparation and presentation of its own case. In all cases, the cost of arbitration, excluding attorney's fees and the cost of a transcript ordered by a single party, shall be borne equally by the WBNG and the

Employer. The cost of a transcript order by one party and attorney's fees shall not be shared.

Arbitrator's Limited Scope of Review: The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding.

The parties may jointly request that the arbitration decision be made on an expedited basis, in which case a decision shall be rendered within seven (7) calendar days from the close of the arbitration hearing and may consist solely of a statement of conclusions and remedies. In all other cases, a detailed written decision shall be rendered by the arbitrator within thirty (30) calendar days following the submission of any post-hearing briefs by the parties.

Section 5: Changes by Mutual Agreement. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual written agreement of the parties. Meeting dates will be agreed upon by all parties. If the WBNG fails to exhaust remedies under this procedure or to abide by the time limits with respect to each Step, the grievance shall be deemed abandoned. If any responses are not received within the prescribed time limits, the WBNG may move the grievance to the next Step of the grievance procedure.

In the event an employee is discharged and elects to file a written grievance pursuant to this section, such grievance shall be submitted directly to Step 2 of the grievance procedure as the initial Step of the procedure.

Section 6: Non-Retaliation. The Employer shall not retaliate against an Employee who in good faith files a grievance or otherwise complains or raises concerns about management, conditions of their employment, or implementation of this Agreement. This provision expressly includes but is not limited to ethical concerns raised by employees and actions that could fairly be characterized as whistleblowing.

ARTICLE 11: HOURS AND OVERTIME

Section 1: Workweek and Workday. “Workweek” is the fixed recurring period of seven (7) consecutive twenty-four (24) – hour periods that begins Sunday. “Workday” is the consecutive twenty-four (24) - hour period beginning each calendar day at 12:01 a.m. These terms are used when determining overtime obligations for non-exempt employees.

Section 2: Schedule. Full-time regular employees are regularly scheduled to work forty (40) - hour workweeks, Monday through Friday. Because of the nature of our work, schedules may vary among departments and may include evening and weekend work at times. Work schedule specifics will be communicated to employees as part of orientation. Typically, ACLU-KY employees work 8am-4pm/9am-5pm schedules, which includes a one-hour paid lunch break.

Section 3: Overtime for Non-Exempt Staff. Employees classified as “non-exempt” receive overtime, which means they earn overtime pay for hours worked more than forty (40) hours in a workweek. Lunch breaks, unworked paid holidays, sick leave, and vacation time taken during the workweek are not considered “hours worked” for overtime purposes. Overtime pay is calculated at one and one-half times the employee’s regular pay rate and is paid for all hours worked more than forty (40) hours in one week. Overtime work must be approved in advance by the employee’s supervisor, and supervisors must give staff advance notice of the need for overtime work.

Section 4: Compensatory Time Off for Exempt Staff. Exempt staff will not receive overtime pay but may be granted compensatory time off (CTO) for periods of extraordinarily heavy workloads that require long hours beyond the normal workday or workweek. Examples of extraordinary additional work for which CTO is appropriate include working to meet legislative, litigation, ballot measure, and other major event deadlines. Staff members working fifty (50) or more hours in a single workweek will receive eight (8) hours of compensatory time off. Employees working sixty (60) or more hours in a single workweek will receive sixteen (16) hours of compensatory time off.

In contrast, exempt staff who work a few additional hours over forty (40) hours in a single workweek do not receive CTO. Staff members may instead arrange with their supervisor to work a flexible schedule as soon as is practical.

The purpose of CTO is not to act as a substitute for vacation days but instead to provide time off after an extraordinary period of additional work. Accordingly, CTO should be approved by a supervisor and taken as soon as is practical.

To be eligible for CTO, staff members must keep their timesheets up to date. Failure to update one’s timesheet on at least a bi-weekly basis will disqualify a staff person from receiving CTO during that period the timesheet was not completed.

Monetary compensation is not paid for any unused CTO either during or at the end of employment, nor may CTO be used after notice of resignation is given.

Section 5: Time Records. Exempt and non-exempt staff must complete timesheets on at least a bi-weekly basis via the Paychex Electronic Timesheet to verify hours worked, including overtime hours and vacation/sick leave taken. Non-exempt employees are prohibited from working “off the clock” and should record all hours worked. Each timesheet (or other necessary time record) must be submitted by the employee to verify its accuracy.

An employee’s Paychex Electronic Timesheet access will become active after Paychex has processed new employee paperwork. The Admin Team will train employees on how to fill out

the timesheet properly. Questions or problems with the Paychex Electronic Timesheet should be directed to the Admin Team.

Whenever possible, exempt and non-exempt staff should submit vacation and sick leave requests before the end of each pay period for approval by their supervisor and must complete time records soon after returning from vacation or sick leave.

ARTICLE 12: REMOTE WORK

Section 1. Work Tracks & Expectations.

The ACLU of Kentucky is committed to an environment that supports flexible remote work arrangements for employees. Employees interested in working hybrid or remotely should be able to successfully perform all functions of their job description within their selected work track.

There are three tracks of working arrangements from which employees can choose. This choice will need to be formally documented via the hybrid-work designation form in each employee's file at the start of each Fiscal Year (April 1). They are as follows:

- In-person work. This constitutes someone who regularly spends at least 4 working days a week at an in-person worksite. During weeks with only 4 working days, employees may work at least 3 days at an in-person worksite.
- Hybrid work. This constitutes someone who spends roughly 2 working days per week at in-person worksite.
- Remote work. This constitutes someone who spends less than 2 working days per week at an in-person worksite.

A worksite is defined as a place where you are working in your capacity as a representative of ACLU-KY. This includes, but is not limited to, the office, work in courtrooms, the Capitol, and donor interactions in public or private settings.

While flexibility is a priority, it is also imperative to prioritize the needs of the organization. As such the following remote work expectations are mandatory for all staff:

- Hybrid and Remote work require the employee to be available by phone, video and/or email generally throughout their entire scheduled workday. Employees working remotely and from the ACLU-KY office are subject to the same work expectations, such as answering all business phone calls and emails within normal working hours and within a reasonable amount of time. Each department shall set its own expectations for team members' working hours and response time.

- Employee calendars are expected to be updated and fully shared so that managers and teams are aware of schedules and activity.
- Quarterly, on the all-staff community building gathering all employees will be required to work in the office on this day. The affiliate will not reimburse for any travel-related expenses for staff to attend this monthly, required meeting.
- Remote staff may be required to come to the workplace when organizational needs arise related to their job duties. Directors will give as much notice as possible for in person work request.
- To adhere to the guidelines of ACLU of Kentucky's workers compensation insurance, employees must ensure that their remote working space is free from obstacles that could be viewed as a safety hazard. All policies regarding safe working conditions must be followed when employees engage in remote work.

If an employee would like to change their work designation, they should do so in collaboration with their direct supervisor. If an employee is seeking relief due to COVID-19, parental and family leave, or the serious medical condition of themselves or a loved one, these circumstances do not fall under the scope of hybrid work and should be addressed in compliance with Article 15.

Section 2. Remote Flexibility.

In addition to the employee's hybrid work designation, all staff may request the opportunity to work for more than 3 consecutive days from any remote location for up to 3 weeks per year. After such a request is approved by the supervisor, the approval shall be shared with the Admin Team before the staff member begins to work at the remote location. All expectations of remote work stated above will be applicable. Any arrangement longer than 3 weeks must be approved by the Executive Director.

Section 3. Parking.

Employees who have chosen the in-person or hybrid work track will be provided with parking cards for the Skywalk Garage connected to our office buildings. For employees who have chosen the remote work option, employees should utilize the ACLU-KY's parking validation ticket.

Section 4. Office Allocation.

As described above, each employee will choose a work track. That track will determine the priority of need in relation to office space as follows:

- Employees who have chosen the in-person work track will take priority for private, windowed offices.
- Employees who have chosen the hybrid work track will get a secondary choice of office space. This may mean that these folks will share office space with others.
- Employees who have chosen remote work will primarily work in communal spaces when working from the office.

The ACLU of Kentucky will provide two bookable rooms for those that share an office space with others and for those who need to work from the office and are remote otherwise. Bookable rooms include the Suzy Post meeting room and the former Finance office. Employees will have the opportunity to schedule time in the Suzy Post Room in 1-hour increments. For meetings exceeding 1-hour, employees will be required to reserve consecutive time blocks. Other arrangements can be coordinated with the Admin Team.

If a staff member is required to house confidential documents within their office space, but their work track does not constitute a private office, those confidential files will be housed in the private office space of a member from the same team. If feasible, this should be the department manager's office.

If an employee does not follow their work track without modifying their schedule according to Sections 1 or 2, their work track will be considered changed. This will impact office allocation as described above. The employee may not re-modify their work track until the beginning of the next fiscal year.

Section 5. Miscellaneous.

Managers and staff members will work together on any work track updates that may be needed hybrid work adherence will be reviewed in each employee's quarterly performance evaluations. Modifications made to an employee's in-person work requirements should be tied to job performance and/or duties. Such modifications will be given with at least 2 weeks' notice. The Employer may not make unreasonable modifications to an employee's in person work requirements.

ARTICLE 13: SALARIES

Section 1 : Compensation Philosophy.

The ACLU-KY shall adhere to its Compensation Philosophy as described in the ACLU-KY Handbook.

Section 2: Minimum Salaries.

The salaries set in the chart below are minimums only. Specific salaries above a minimum shall be set on an equitable and non-discriminatory basis based on the particular position, an employee's years of relevant lived and professional experience, transferable skills, professional degrees, and budgetary considerations, and in accordance with the ACLU-KY's Compensation Philosophy. If the Union has any concerns about the minimum salaries for new employees during the term of this Agreement, the Employer shall meet with the Union upon request.

Salary minimums for Bargaining Unit positions shall be as follows during the term of this Agreement:

Band	Titles	Full-Time Annual Minimum Salary, except where noted
E	Sr. Policy Strategist	\$84,000
	Sr. Staff Attorney	\$119,000
	Communication Manager	\$71,000
F	Campaign Coordinator	\$60,000
	Development Officer	\$62,000
	Policy Strategist	\$79,000
	Staff Attorney	\$95,000
G	Legal Fellow	\$66,000
	Legal Assistant	\$61,000
H	Development Associate	\$55,000
	Advocacy Administrator	\$55,000

Upon ratification of this Agreement, any employee making less than the stated minimums will

have their salary adjusted to the proper level.

Section 2: Ratification Bonus and Salary Increases.

- a. Within 30 days of ratification, all bargaining unit employees shall receive an increase to their salary according to the following schedule:
 1. Employees making less than \$70,000 a year will receive an increase of \$1,500
 2. Employees making more than \$70,000 a year will receive an increase of \$750
- b. Across the board Salary Increases will go into effect according to the following schedule:

Effective April 1, 2025: 2.5% increase

Effective April 1, 2026: 2.5% increase

Effective April 1, 2027: 2.5% increase

Section 3: Interim Duty Pay. When an employee assumes for a defined period of time a role that requires them to take on a similarly leveled role in addition to their own, or the responsibilities of a higher graded position that has become vacant, or whose incumbent is on a leave of absence for at least one or more months. Interim pay is a separate payment of increased wages and ends when the employee ceases Interim Pay Duty. Interim Duty pay will be determined by considering the current employee salary and the salary of the role they will assume or the level of additional responsibilities. Interim Duty Pay should fall between 5% - 15% of the employee's current rate of pay. Interim Duty Pay shall not be calculated in unused vacation leave payout pursuant to Article 15. If an employee has received interim duty pay for more than 12 months, their job description and pay shall be permanently adjusted according to the duties and pay they received under this section within 30 days.

Section 4: Market Review. The ACLU-KY will budget reasonable and appropriate funds for a professional comparable salary market analysis to be conducted in conjunction with bargaining the renewal or revision of this Agreement by an independent third party selected by the Labor Management Committee without exceeding the funds budgeted. The analysis shall include positions with comparable job responsibilities and required qualifications; organizations of comparable size, type, and location; organizations with similar benefits and compensation structures. The market analysis will not change salaries during the term of this agreement but will inform the next round of negotiations.

Section 5: Additional Salary Increases and/or Bonuses. ACLU-KY reserves the right to award additional salary increases and/or bonuses on an equitable basis in its discretion during the term of this Agreement. ACLU-KY shall notify WBNG of such increases or bonuses prior to issuance.

Section 6: Salary Advance. Employees may request a salary advance for personal necessity, subject to approval by the Executive Director. The advance cannot exceed two weeks' net earnings and must not inconvenience the organization's cash position. The terms and impact on future salary payments must be documented in writing prior to the advance being granted.

ARTICLE 14: BENEFITS

Section 1: Insurance Benefits.

- a. Health, Dental & Vision Insurance. The ACLU-KY shall provide Employee-Only health, dental, and vision insurance coverage.

Employees may add their families to these insurances under the terms and conditions of the insurance plans at the employee's cost.

- b. Short Term Disability. The ACLU-KY will continue to offer Employee-Only Short Term Disability insurance coverage at no cost to the employee. Short term disability is administered and governed by ACLU National. Employees may not add their families to this insurance. The ACLU-KY will pay these premiums directly to the insurer.
- c. Long-Term Disability. The ACLU-KY will continue to offer Employee-Only Long-Term Disability insurance coverage and for Employees. Long Term Disability is administered and governed by the ACLU National. Employees may not add their families to this insurance. The ACLU-KY will pay these premiums directly to the insurer.
- d. Life and Accidental Death and Dismemberment Insurance. The ACLU-KY will continue to offer Employee-Only Life and Accidental Death and Dismemberment insurance coverage for Employees in accordance with the ACLU National plan. Life and Accidental Death and Dismemberment Insurance is administered and governed by the ACLU National. Employees may not add their families to this insurance. The ACLU-KY will pay these premiums directly to the insurer.
- e. The Employer retains the right to add, replace or make routine changes to existing plans, policies and accounts referenced in sections of this Article during the term of the contract.

Routine changes include: changes to the administrator or fiduciary; changes to ensure compliance with the law; changes in plan design in the plans offered by a third party insurer or provider; or changes controlled by the Professional Employer Organization (PEO) but not a change in the PEO.

The Employer shall discuss the effects of these changes to the existing plans, policies, and accounts with the Guild. The Guild waives any right to negotiate these changes provided that the plans, policies, or accounts are substantially equivalent to or better than those in effect during the contract term.

Any other changes not included in the definition of “routine changes” above shall require the approval of the Guild.

- f. If, at the annual renewal of such insurances, the benefits provided are not substantially the same or the cost of the same or substantially similar benefits is more than a 10% increase, the WBNG and the ACLU-KY will work together in good faith to select a plan for the renewal period, which may include consideration of plans provided by different carriers.

Section 2: 401(k) Plan. All employees covered by this contract are eligible to participate in the 401(k) plan and shall continue to participate in the Plan. The terms and conditions of the 401(k) are governed by plan documents, which are available to the employees and the WBNG upon reasonable request at any time. Participation in the Plan and the rules governing the Plan are subject to change by the ACLU National.

Section 3: Flexible Spending Arrangement (FSA) and Dependent Care Saving Account (DCSA). All employees shall be eligible to participate in the FSA and DCSA Plans pursuant to the terms of the Plans. Both plans are voluntary benefit programs to which employees can contribute and maintain an account, reserving pre-tax funds for health care and/or dependent care expenses while lowering their overall gross taxable income. An employee must use the money they put into this program during the calendar year. Any money not used during the year will not be returned to the employee.

ARTICLE 15: HOLIDAYS, VACATIONS AND OTHER LEAVES

Section 1: Holidays. All Regular Full-Time Employees, Fellows, and Full-Time Temporary Employees shall be eligible to be paid without working the following holidays:

- New Year’s Eve (December 31st)
- New Year’s Day (January 1)
- Martin Luther King Jr.’s Birthday (Third Monday of January)
- International Women's Day (March 8)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- July 4th
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Presidential Election Day (First Tuesday after November 1)

- November Recess (Last Wednesday through the last Friday of November)
- Winter Recess (December 24 through December 30).

In addition to any Holidays, the ACLU-KY shall continue to designate at least one day per month, excluding November and December, as a paid All Staff Day of Rest.

Employees shall be provided with four (4) floating holidays in addition to these holidays. The floating holiday may be used to honor cultural, ethnic or religious holidays not listed above, school vacations, or any other personal need at the employee’s discretion. Floating holidays will not roll over year to year.

If an employee is required to work on a holiday, the Employer shall continue the practice of allowing employees to utilize flex time to adjust their hours within a week of the holiday.

Holidays falling on Saturday will be celebrated on the preceding Friday and holidays falling on Sunday will be celebrated on the following Monday. Paid holidays falling within vacation periods will not be counted as vacation time. Paid holidays are not counted as hours worked for the purpose of calculating overtime for Non-Exempt Employees.

Section 2: Paid Vacation Time. Regular Full-Time Employees will be provided with leave to promote their own well-being. Employees will be encouraged to freely use their allotted leave, which prevents burnout and promotes mental and physical health, a well-rested and resilient workforce, and collegiality among colleagues.

- a. Accrual of Paid Vacation Time. Regular Full-Time Employees, upon their start date, are entitled to begin accruing Paid Vacation Time. Paid Vacation Time accrues as follows:

Employment Years on Last Day of Pay Period	Annual Leave Time Earned (Days)
In years 1 and 2	12 days
In year 3 through year 5	18 days
In year 6 and each year thereafter	24 days

- b. Use of Accrued Paid Vacation Time. Vacation time will accumulate at a rate of eight (8) hours for every full month worked in the first year; at a rate of twelve (12) hours for every full month worked in years three (3) through five (5) and at a rate of sixteen (16) hours for every full month worked in year six (6) and each year thereafter. Employees are not eligible to use accumulated time until the completion of the first ninety (90) days of service. Accordingly, if the employee is terminated or voluntarily terminates prior to the completion of ninety (90) days of service, they will not be eligible for paid compensation

for the accumulated vacation time.

- c. Carryover and Forfeiture. Vacations are given as a benefit to the employee and cannot be converted to cash during the period of employment. Vacation time must be approved by a supervisor. Until March 31, 2027, Employees may carry over unused vacation time annually. Effective April 1, 2027, Employees who have completed at least 2 years of employment with the ACLU-KY may carry over 25% of accrued vacation time annually. Employees who have not completed 2 years of employment do not have a cap on the amount of accrued vacation time that may be carried over annually. Unused vacation time saved prior to April 1, 2027, is not subject to the cap. At the end of employment, employees are eligible for paid compensation of a maximum of thirty (30) days or 240 hours of accrued annual leave.

Section 3: Paid Health Care Leave.

- a. Availability of Paid Health Care Leave. Regular full-time and receive paid sick leave that may be used for themselves or to accompany or care for a family member of blood or bond relation (i.e., domestic partner, spouse, child, parent, cousin, or chosen family) for: 1) preventive care or diagnosis, 2) care or treatment of an existing health condition, or 3) assistance related to substance use, domestic violence, sexual assault, stalking, or mental health concerns. Regular full-time employees accrue sick leave at the rate of eighty (80) hours each fiscal year. New regular full-time employees will be “frontloaded” with twenty-one (21) hours of sick leave during their probationary period. At the end of the probationary period, those employees shall be deemed “regular full time” and will accrue sick leave on the same schedule as the regular full time staff. ACLU-KY does not pay employees for unused sick leave at the end of their employment. Sick leave is not counted as hours worked for calculating overtime for non-exempt employees. Employees may carry unused sick time over annually.
- b. Use of Paid Health Care Leave. Employees should notify their supervisor that they will be using Paid Health Care Leave as soon as practicable after the need for its use is known. Paid Health Care Leave is not counted as hours worked for purposes of calculating overtime for Non-Exempt Employees.

Section 4: Family and Medical Leave. An eligible employee may take up to sixteen (16) workweeks (a week is seven (7) calendar days or five (5) business days) of Family and Medical Leave (FML) within a rolling twelve (12) month period and be restored to the same or an equivalent position. A rolling twelve (12) month period means looking back twelve months from the date the leave is to commence.

- a. Eligibility. To be eligible for Family and Medical Leave, an employee must have worked for ACLU-KY for a total of six (6) consecutive months; and have worked at least 625 hours in the six-month period preceding the leave.
- b. Reasons for Taking Family and Medical Leave. FML may be taken for the following reasons: For the birth and care of the newborn child of the employee; for placement with the employee of a child for adoption or foster care; to recover after an abortion, miscarriage, or stillbirth; to recover after gender affirmation procedures; to care for a close family member (one of blood or bond relation); or for the employee's own serious health condition.
- c. Impact on Other Benefits. During an approved FML, the ACLU-KY will maintain the employee's insurance benefits as if the employee were still working.. Holiday Pay will not be paid during FML.
- d. Use of FML. FML is for absences in excess of two (2) weeks (ten (10) business days) and is not for use intermittently unless the employee has exhausted their Paid Health Care Leave. Absences for less than two (2) weeks (ten (10) business days) fall under the Paid Health Care Leave policy. If an employee has exhausted their Paid Health Care Leave, they may seek approval to use FML for absences of less than two (2) weeks (ten (10) business days), and such approval will not be unreasonably denied.
- e. Payment for Leave. Family and Medical Leave pay for non-exempt employees is calculated by multiplying the straight time rate of pay by the number of approved hours, not to exceed the time frame an employee is normally scheduled to work. Exempt employees will continue to receive their normal salary. Sick and vacation leave will accrue on any paid leaves. Please see the section on sick leave for additional details about the accrual of sick leave and the section on vacation time for additional details about the accrual of vacation leave.
- f. An Employee that takes leave under this section must, concurrently, exhaust at least 75% of accrued sick and vacation leave. An Employee is not required to exhaust leave if the leave is for the birth and care of a newborn child of the employee, the placement with the employee of a child for adoption or foster care, or medically-necessary leave following the loss of a pregnancy.

Section 5: Military Family Leave. Any employee who is eligible for FML and needs to care for a family member who is a military service member or veteran with a serious injury or health condition incurred or aggravated in the line of duty may take up to twenty-six (26) weeks of leave to provide care. The first twelve (12) weeks of such leave may be paid as outlined in the FML policy. The additional time will be unpaid. Any employee eligible for FML may take up to twelve (12) weeks of unpaid leave to take care of situations arising from

deployment, service, injury, or reintegration of family members in the National Guard or Reserves. Certification of the need for Military Family Leave may be required.

Section 6: Extended Personal Leave. In unusual situations, employees may be granted an Extended Personal Leave without pay for up to one year. Except as otherwise stated in this Section, insurance benefits do not continue during an Extended Personal Leave. An employee may pay for state continuation coverage during an Extended Personal Leave. Where an employee who is not yet eligible for Family and Medical Leave or Military Family Leave policies takes Extended Personal Leave for a reason that would otherwise be covered by those policies, insurance benefits will continue for up to six months. After six months, an employee may pay for state continuation coverage during an Extended Personal Leave. Requests for an Extended Personal Leave must be in writing and are subject to approval by the Executive Director. To the extent that a requested Extended Personal Leave is for a reason covered by the Family and Medical Leave or Military Family Leave policy, leave under those policies will run concurrently with the Extended Personal Leave such that the maximum leave is one year. Requests for personal leave must be in writing and are subject to approval by the Executive Director.

While on extended personal leave, an employee shall not continue to accrue any other leave benefits.

Section 7: Bereavement Leave. Any employee may take up to five (5) days as paid bereavement leave for the death of a close member of the employee's community, blood, or bond relation including the loss of a pregnancy.

Section 8: Jury Duty. The ACLU-KY encourages its employees to serve on jury duty. Employees must inform their supervisor upon receipt of a jury summons. Employees will receive time off with pay while on jury duty. Employees on jury duty must report to work on any full or partial day that the employee is excused from jury duty and must inform their supervisor each day of the status of jury duty.

Section 9: Time Off for Voting. Any employee entitled to vote in a federal, state or municipal election shall be allowed up to four hours off with pay for such purpose at the beginning or end of the employee's scheduled work period. Employees exercising this provision are required to notify their immediate supervisor in advance.

Section 10: Extended Vacation Leave.

- a. Eligibility. Employees of ACLU-KY shall be eligible to use their Vacation Leave to take Extended Vacation Leave or EVL, as follows:
 - After completion of three (3) years continuous service, 20 days of EVL;

- After completion of five (5) years continuous service, 30 days weeks of EVL;
 - After completion of ten (10) years continuous service, 60 days of EVL;
 - After completion of fifteen (15) years continuous service, 100 days of EVL.
- b. Logistics. Requests for EVL must be submitted in writing to the employee’s supervisor and the Executive Director at least four (4) months in advance. Requests should include a plan detailing how the employee’s responsibilities will be covered in the employee’s absence. EVL must be taken in one block of time and may not be split into multiple periods of leave. During an approved EVL, the ACLU-KY will maintain the employee’s insurance benefits as if the employee were still working. Holiday Pay will not be paid during EVL.

Section 11: No Stacking of Leaves. Except where explicitly stated herein, Employees that take leave under this Article may not extend the maximum length of the leave period by requesting additional leaves for different reasons.

Section 12: Employees that resign within forty-five (45) days of taking a leave of thirty (30) days or more under this Article are not eligible for paid compensation of accrued annual leave.

Section 13. Leave Bank. Within 6 months of ratification of this Agreement the Employer shall establish a voluntary leave bank (“Leave Bank”). The purpose of the Leave Bank is to provide employees the opportunity to voluntarily donate leave to other employees. Employees may donate to the Leave Bank once a year. The Labor Management Committee will meet to discuss the parameters and guidelines concerning the formation and implementation of the Leave Bank. Following the recommendations of the LMC, the Employer will establish final administrative procedures for the Leave Bank.

ARTICLE 16: PERFORMANCE FEEDBACK AND GOAL-SETTING PROCESS

Section 1: Purpose of Performance Feedback and Goal-Setting.

The purpose of the Performance Feedback and Goal-Setting process is to help employees have a clear understanding of the work expected of them, receive ongoing feedback about performance relative to expectations, identify development, and address performance that does not meet expectations. When necessary, the performance process will also seek to improve the working relationship between employees and their supervisor through mutual opportunities for feedback.

The Employer will strive to communicate continuously with employees about their performance, articulating any concerns that might be reflected in a performance evaluation as promptly as possible.

The Performance Feedback and Goal-Setting process shall have no influence on compensation for employees.

Section 2: Scope of the Performance Evaluation Process.

- A. The Performance Feedback and Goal-Setting process and documentation shall be overseen by the Executive Director or their designee.
- B. The Performance Feedback and Goal-Setting process shall be set by the Employer and consistent with the goals set forth in Section 1.
- C. Prior to implementing any changes to the Performance Feedback and Goal-Setting process, the ACLU-KY will provide advanced notice to the Union.

Section 3: Quarterly and Goal Setting & Feedback Process.

The Parties will utilize the Quarterly and Goal-Setting & Feedback Process and template attached as Attachment 1 as the tool for the Performance Feedback and Goal-Setting Process.

Employees may request that a WBNG representative be present to observe in the performance feedback and goal-setting meeting, and requests shall not be unreasonably denied.

Section 4: Employer and Employee Cooperation.

Employees shall fully cooperate with all aspects of the Performance Feedback and Goal-Setting process. Employees shall experience no retaliation for feedback shared during their evaluation.

An Employee has the right to submit a written response to performance feedback up to two (2) weeks after receiving performance feedback. The written response will be kept in the Employee's personnel file.

The Performance Feedback and Goal-Setting process is non-disciplinary in nature and no discipline or discharge may occur in a performance feedback and goal-setting meeting. Performance Feedback and Goal-Setting process is not subject to the Grievance and Arbitration provisions of this Agreement.

Section 5: Training.

Within 90 days of ratification of this Agreement, the ACLU-KY will provide training to employees and supervisors on the Performance Feedback and Goal-Setting Process.

ARTICLE 17: PERSONNEL RECORDS

Section 1: Definition. Personnel files shall include, but is not limited to, the employment offer letter, documents used to determine an employee’s qualifications for promotion, compensation, termination, or disciplinary action.

Section 2: Access to Personnel Records. The Employer shall maintain a confidential personnel record on each employee. Upon written request from an Employee to the Executive Director, or their designee, the Employer will, within five (5) business days of such request or as mutually agreed with the Employee, provide the Employee with a copy of their personnel record. Upon request, the Employee may choose to have a WBNG representative receive a copy of the personnel record.

Section 3: Copy of Documents. An Employee may submit a written response to any document placed in the personnel record and such response will be included in the personnel record.

ARTICLE 18: EDUCATION AND TRAINING OPPORTUNITIES

Section 1: Professional development and training. The ACLU-KY will provide initial and ongoing training for employees related to their job duties.

Section 2: Professional Development, Training, CLE, and Membership Allowance. The ACLU-KY will offer \$1,500 per employee per year to cover costs of relevant professional development, training, Continuing Legal Education (CLE), and membership in voluntary professional associations, including, but not limited to bar association costs not covered by Section 3 (“PD Allowance”). Time spent in activities under this Article are subject to prior supervisory approval, and the expense policy shall apply for any associated travel expenses (travel, lodging, food, etc). Time spent in approved professional development activities is considered working time for which employees receive their regular pay. Requests for professional development shall not be unreasonably denied.

Employees may not roll over any unused portion of the PD Allowance to the next year. There is no payment for any unused funds at termination of employment. To be eligible for the PD Allowance, the employee must have successfully completed their Probationary Period, unless otherwise approved by the employee’s immediate supervisor. Training required by the ACLU-KY will not be paid for out of the employee’s PD Allowance.

An employee may use part of their PD Allowance for membership in a voluntary professional association of the employee’s choice, provided the professional association furthers the employee’s professional development in their position or benefits the ACLU-KY. Nothing herein prevents the ACLU-KY from approving additional expenditures on PD Allowance.

Section 3: State Bar Annual Membership and Related Fees. In addition to the PD Allowance, for employees that are attorneys and practice law for the ACLU-KY, the ACLU-KY will pay the Kentucky mandatory State Bar membership fee provided that such State Bar membership fee is timely submitted to the KY State Bar. The ACLU-KY will not be responsible for any late fees and/or any voluntary contributions to the bar association.

Section 4: Lobbying Fees. In addition to the PD allowance, for employees lobbying on behalf of the ACLU-KY, the ACLU-KY will pay the applicable KY lobbying registration fee. The ACLU-KY will not be responsible for any late fines or fees associated with the registration fees.

ARTICLE 19: TRAVEL AND EQUIPMENT

Employees of the ACLU-KY may be required to travel or incur expenses to conduct organizational business. Policies related to travel, equipment, and reimbursements shall be in accordance with the ACLU-KY Handbook.

ACLU-KY shall continue its \$50 monthly cell phone stipend policy. Hot spots are reimbursed at \$30 per month during periods of organizational need (ex. Legislative session). Hot spots will be provided with supervisor approval. This benefit will be paused during periods of FML, Military Family, or Extend Personal Leave.

ARTICLE 20: HIRING, TRANSFERS, PROMOTIONS, AND VACANCIES

Section 1: Posting and recruitment materials. The Employer will post internally and provide the WBNG with a copy of all job postings five (5) work days before advertising a position externally (“the Internal Posting Period”). All postings for positions shall include: (1) job title; (2) job responsibilities; (3) qualifications; (4) salaries & benefits; (5) if the position is covered by a collective bargaining agreement. These requirements do not apply to Internship position postings.

Section 2: Internal Candidates. Current employees who wish to apply for an open position shall express their interest in writing to the employee’s supervisor and provide the information requested in the posting within the time frame specified in the posting. Such current employee candidates will be considered “Internal Candidates.” If Internal Candidates meet the minimum qualifications and experience set out for the position and apply during the Internal Posting Period, the Internal Candidates will be interviewed before external applicants are interviewed.

Section 3: Hiring Team. An ad-hoc Hiring Team may be formed to evaluate candidates for each open position, except the position of Executive Director. The ad-hoc Hiring Team may be comprised of up to two (2) non-Bargaining Unit employees, selected by the Employer, and two Bargaining Unit employees. The WBNG will provide both Bargaining Unit employees for the Hiring Team. Where appropriate, at least one of the Bargaining Unit employees provided by the WBNG should be in the Department in which the position is located or be employees who will likely be working with the person who fills the position. The Employer may invite other Bargaining Unit employees or non-Bargaining Unit employees on a voluntary basis to participate as part of the Hiring Team. When applicable, the Hiring Team will be involved in reviewing resumes of qualified candidates, scheduling interviews with candidates, and participating in interviews with each of the candidates selected for an interview. The Hiring Team shall recommend to the Executive Director the candidate or candidates, if any, that it considers to be best qualified for the position. Members of any Hiring Team will maintain the confidentiality of personal applicant information.

Section 4: Equitable Hiring. During the term of this agreement, the Labor Management Committee shall discuss equitable hiring practices and may deputize an ad-hoc working group to codify an equitable hiring process for ACLU-KY.

Section 5: Final Decisions. The Employer is responsible for all hiring decisions, and decisions regarding hires, which includes filling vacant positions with internal candidates or filling vacant positions with external candidates, are not subject to the Grievance and Arbitration provisions of this Agreement. When making the final decision to promote, transfer, or hire to fill an open position, the Employer shall consider such things as the recommendation of the Hiring Team, diversity, seniority, education, job-related knowledge, budget, relevant experience, relevant multilingual abilities, and other job-related skills and experience. Candidates will not be asked for previous salary information, but the Employer and the WBNG acknowledge that they cannot control whether or not a candidate volunteers it. All management decisions relating to promotions, transfers, hires, and filling open positions will be made in good faith to promote the best interests of the ACLU-KY.

ARTICLE 21: HEALTH, SAFETY, AND SECURITY

Section 1: The ACLU-KY shall provide a work environment at its premises that complies with applicable law relating to workplace health, safety, and security and, to the extent possible, maintain its current policies on Health, Safety and Security. Employees must adhere to the ACLU-KY health, safety, and security practices and protocols and report unsafe or hazardous conditions and all work-related injuries or illnesses to a member of the leadership team as soon as practical to do so.

Section 2: Off-Site Assignments and Event Locations. Employees must exercise their good faith professional judgment in assessing the health, safety and security of off-site assignment and event locations. An employee who reasonably concludes that an off-site

assignment or event location poses a risk to their health, safety or security may decline the assignment or remove themselves from the location without ACLU-KY imposing any penalty on the employee. Such an employee should communicate with their supervisor or a member of the leadership team regarding the situation as soon as it is safe and practical to do so.

ARTICLE 22: DUTY OF CONFIDENTIALITY

Employees may be provided access to Confidential Information in the scope and course of their employment. The WBNG, employees, and the ACLU-KY recognize their responsibility to safeguard Confidential Information and will exercise their best professional judgment and due diligence in preventing its improper disclosure. Employees will comply with applicable laws, regulations, codes of conduct, and ACLU-KY's policies regarding confidentiality obligations with respect to information they access in the course and scope of their employment. For purposes of this Article, Confidential Information includes but is not limited to: information and strategies related to development, communications about litigation or lobbying, and budget and finances (except publicly disclosed information); the identity of former, current and prospective members and contributors and ACLU-KY's communications and relationships with them; and non-public information regarding ACLU-KY's legal docket and requests for legal assistance, including the identity of people who contact ACLU-KY and the nature of their requests. Nothing in this agreement represents a waiver of rights or attempt to restrict employee's rights under the National Labor Relations Act.

ARTICLE 23: OUTSIDE ACTIVITIES

Activities under this Article are subject to supervisory approval. An employee must complete all assigned projects and meet their weekly minimum working hours, if they engage in any outside activities under this Article. This applies even if the outside activity is related to the ACLU-KY's work or advances organizational goals.

Section 1: Expression of Personal Viewpoints. The ACLU-KY is dedicated to protecting freedom of expression and is sensitive to the need to protect free speech rights of members of its own governing boards, staff, and other leaders against unwarranted interference by the ACLU-KY. It welcomes expression of diverse views within the organization and supports the right of all persons to express their personal views on any topic. When it is reasonably foreseeable, however, that public expression of personal views may be considered statements of organizational policy or position, or when expressed views diverge from organizational policy or position or concern controversial matters, care must be exercised to distinguish the individual's personal views from those of the ACLU-KY.

An express disclaimer is necessary when expressions of personal views may reasonably appear to commit the organization to positions on controversial issues or on candidates for elective or appointed office. Employees are expected to exercise good judgment in distinguishing between personal views and those of the organization.

Section 2: Activities During Working Hours. No more than a de minimis amount of organizational assets and resources may be used for such activities without prior approval and cost reimbursement.

Consistent with law, the copyright for any work made for hire by an employee is the property of the ACLU-KY. The creator of that work maintains the right to use examples of that work on their creator website as part of their portfolio, but not for resale.

Section 3: Practice of Law by ACLU-KY Attorneys. For insurance purposes and to avoid potential conflicts and interference with job-related responsibilities, ACLU-KY attorneys must inform and obtain the prior approval of the Legal Director and Executive Director if they perform legal work other than for the organization (including work for family members and friends) and, if so, the kind of work performed, the time required, and whether they are paid for such work. This pre-approval requirement does not apply to an attorney's provision of short term, informal legal advice or assistance to a family member, friend, or community member/organization, provided such legal advice or assistance does not consume more than ten (10) hours per month, does not constitute actual representation of an individual or organization in negotiations or any court or administrative proceedings, does not conflict with the values and mission of the ACLU-KY, and does not violate the Kentucky Rules of Professional Conduct. In providing any legal advice or assistance outside the organization, where there is any possibility for confusion about whether the attorney is working in their capacity as an ACLU-KY attorney, the attorney must make clear that they are providing advice or assistance in their individual capacity and not as a representative of ACLU-KY.

Nothing herein shall conflict with the ACLU-KY Legal Malpractice Insurance policy.

Section 4: Honoraria. All honoraria received by employees for work representing ACLU-KY must be paid to the ACLU-KY. Honoraria received for work not performed as a representative of the organization may be retained by the individual and must have been earned on the employee's own time and in a manner consistent with these policies.

Section 5: Gratuities. Employees are not permitted to accept money or any other gratuity from clients.

Section 6: Concurrent Work, Employment or Fellowship. Any employee who is considering possible concurrent work, employment, or a fellowship, and such work, employment, or fellowship is reasonably foreseen to overlap in scope with the employee's work at ACLU-KY shall consult with their manager before accepting the concurrent work, employment, or fellowship. If it is determined by the department manager in writing that the

concurrent work, employment, or fellowship would create a conflict of interest, the employee will have the opportunity to appeal that decision to the Executive Director where the employee can discuss ways of eliminating the conflict of interest. If the Executive Director agrees that the concurrent work, employment, or fellowship does create a conflict of interest and the conflict cannot be eliminated, the employee shall decline the concurrent work, employment, or fellowship.

ARTICLE 24: NOTICE BY EMPLOYEE OF VOLUNTARY RESIGNATION

The expectation under normal circumstances is for Employees who are voluntarily resigning to provide advance notice (typically no less than two weeks) in order to facilitate the transition of work and responsibilities.

ARTICLE 25: LAYOFF AND RECALL

Section 1: Layoff. The Employer will institute layoffs only for staff reorganizational or economic necessity. While the ACLU-KY will attempt to avoid layoffs, if the Employer determines layoffs are necessary based on this Article, the Employer will comply with the following:

- a. **Notice.** The ACLU-KY will give the WBNG forty-five (45) calendar days' notice of their intent to layoff Bargaining Unit Employees. The notice will inform the WBNG of (a) the number of employees to be laid off in each department, (b) the reason for the layoff, (c) the identity by position and name of the Bargaining Unit Employees to be laid off, (d) the reason each Bargaining Unit Employee was selected for layoff, and (e) the date of the layoff.
- b. **Bargaining.** The ACLU-KY will meet and confer with the WBNG regarding alternatives to layoffs and bargain in good faith regarding the effects of layoffs during the forty-five (45) calendar day notice period. These meetings will focus on the shared goal of reducing the scope of the layoff and its impact upon employees.
- c. **Selection for Layoff.** Factors the Employer may consider in selecting the Bargaining Unit Employees to be laid off include programmatic needs and operational continuity for the department, transferable skills, multilingual needs, and the diversity, equity and belonging goals of ACLU-KY. All other factors being equal, the qualified employees with the most seniority within the department shall be retained. For the purposes of this Article, seniority is defined as regular cumulative employment, either full-time or part-time as defined in the Employee Handbook, determined by the date of initial hire. All full-time and part-time service as an employee shall be fully credited for the determination of seniority.

d. **Severance.** A Bargaining Unit Employees who has passed their probationary period and with a year or more of service who is laid off or whose employment is terminated by the employer for reasons other than misconduct shall be entitled to severance pay in accordance with the following:

1. Minimum of 2 weeks' severance
2. If the employee has been employed for 1 year or more, an additional 1 week of severance per year up to a maximum of twenty-four (24) weeks.
3. Severance for a laid off employee shall be paid out in a lump sum no less than 2 weeks after termination
4. 3-month lump sum payment for health benefits in accordance with the coverage the employee currently has at the time of the lay-off.
5. In determining years of ACLU-KY service, time accrued prior to a break in service of more than one (1) year shall not be counted, unless the employee was on an authorized leave of absence (for example: family leave or medical leave); and when an ACLU-KY employee has previously received severance pay pursuant to this policy, the date for determining years of service shall in no event be earlier than the date of termination for which severance was paid.

Section 2: Recall. There shall be a one (1) year recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least three (3) weeks prior to the expected date of recall. The Employer shall email the employee's last known personal email address and send notice by Certified Mail to the employee at the last known address and shall simultaneously provide a copy to the WBNG. The notice shall advise the employee that they have ten (10) business days after receipt to accept recall in writing. If the employee fails to make such arrangements within the time specified, unless for good cause shown, they shall lose their right to return to ACLU-KY.

ARTICLE 26: NO STRIKE – NO LOCKOUT

During the term of this Agreement, there shall be no lockouts, and there shall be no strikes. In addition, there shall be no secondary strikes, no slowdowns, and no sickouts.

ARTICLE 27: SAVINGS CLAUSE

If any provision in this Agreement is found to be in conflict with any applicable federal, state, or local law or regulation, the remaining provisions of the Agreement shall remain in full force and effect and the conflicted provision shall be void. The Employer and the WBNG agree that should any provision of this Agreement become in conflict with any applicable federal,

state, or local law or regulation, both parties shall bargain over changes to the affected Article(s) or Section(s).

ARTICLE 28: DURATION AND RENEWAL

This agreement will take effect as of February 21, 2025, and will remain in effect until January 30, 2028 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Within 90 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect until this Agreement is lawfully terminated.

Date:

For ACLU-KY

Amber Duke
Amber Duke 25/02/25

T Gonzales
T Gonzales 25/02/25

Date:

For Washington-Baltimore News Guild

Heather Ayer
Heather Ayer 25/02/25

Richelle Harris
Richelle Harris 25/02/25

Kungu Njuguna
Kungu Njuguna 25/02/25

Samantha Sluder
Samantha Sluder (Feb 25, 2025 14:24 EST)
Samantha Sluder 25/02/25

Side Letter

Within 90 days of ratification of this Agreement, the Union will meet with the Employer to suggest modifications to the reporting procedures in the Harassment, Discrimination, and Retaliation Prevention policy.

Side Letter

To Whom It May Concern:

As of the date of the ratification of this Agreement, there are currently no current Regular Part-Time Employees, the parties agree that management will set the compensation and benefits for any Regular Part-Time Employees hired by the ACLU-KY in accordance with its compensation philosophy. Regular Part -Time Employees are not subject to the following articles:

Hours and Overtime
Salaries
Benefits
Holidays and Leave
Travel, Equipment & Expenses
Education and Training Opportunities

Sincerely,

Amber Duke

25/02/25

Amber Duke, Executive Director

ATTACHMENT 1

Performance Feedback and Goal-Setting Process












For signature ACLU-KY WBNG CBA


Final Audit Report

2025-02-25

Created:	2025-02-25
By:	T Gonzales (tgonzales@aclu-ky.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6PsoWxY-5tLy9CV8e-PxGvk1p5En6UnG

"For signature ACLU-KY WBNG CBA" History

-  Document created by T Gonzales (tgonzales@aclu-ky.org)
2025-02-25 - 5:30:41 PM GMT
-  Document emailed to Amber Duke (Amber@aclu-ky.org) for signature
2025-02-25 - 5:30:51 PM GMT
-  Document emailed to Richelle Harris (richelle@aclu-ky.org) for signature
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-  Document emailed to Kungu Njuguna (kungu@aclu-ky.org) for signature
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-  Document emailed to Heather Ayer (heathera@aclu-ky.org) for signature
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-  Document emailed to Samantha Sluder (ssluder@wbng.org) for signature
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2025-02-25 - 5:30:52 PM GMT
-  Email viewed by T Gonzales (tgonzales@aclu-ky.org)
2025-02-25 - 5:31:31 PM GMT
-  Email viewed by Heather Ayer (heathera@aclu-ky.org)
2025-02-25 - 5:31:50 PM GMT
-  Document e-signed by T Gonzales (tgonzales@aclu-ky.org)
Signature Date: 2025-02-25 - 5:32:02 PM GMT - Time Source: server
-  Email viewed by Amber Duke (Amber@aclu-ky.org)
2025-02-25 - 5:34:04 PM GMT

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Signature Date: 2025-02-25 - 5:36:08 PM GMT - Time Source: server

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2025-02-25 - 5:41:20 PM GMT

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Signature Date: 2025-02-25 - 7:20:24 PM GMT - Time Source: server

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2025-02-25 - 7:23:06 PM GMT

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Signature Date: 2025-02-25 - 7:24:06 PM GMT - Time Source: server

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2025-02-25 - 7:31:18 PM GMT

 Document e-signed by Kungu Njuguna (kungu@aclu-ky.org)

Signature Date: 2025-02-25 - 7:32:08 PM GMT - Time Source: server

 Document e-signed by Heather Ayer (heathera@aclu-ky.org)

Signature Date: 2025-02-25 - 7:34:38 PM GMT - Time Source: server

 Agreement completed.

2025-02-25 - 7:34:38 PM GMT